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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/574,985	05/19/2000	Dana W. Wolcott	80724PF-P	9582

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PATENT LEGAL STAFF
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EXAMINER

BROWN, TIMOTHY M

ART UNIT	PAPER NUMBER
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1648

DATE MAILED: 12/30/2003

15

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/574,985

Applicant(s)

WOLCOTT ET AL.

Examiner

Tim Brown

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 October 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-36 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-36 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ 6) ☐ Other: _____

DETAILED ACTION

This Final Office Action is responsive to Applicants' amendment submitted October 8, 2003.

Summary

Claims 1-36 are rejected as being obvious over the cited prior art. It is noted that during a previous conversation between the Examiner and Applicant's attorney, it was agreed the claims would be amended to recite "photographic products and/or photographic services" to overcome potential clarity issues. However, Applicants' amendment does not overcome the art rejection made in the previous Office action. Moreover, the absence of remarks in Applicant's amendment similarly fails to overcome the art of record. Consequently, claims 1-36 are rejected as discussed below.

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

1. **Claims 1, 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Texas Instruments" ("Texas Instruments leads industry in targeting cost of ownership as market focus to low-end minicomputer business" PR Newswire (July 2, 1985)) in view of "Toro" ("Toro Selects SIGNAL Internet Technologies for Web-Based Warranty Registration And Claims Processing" PR Newswire (September 15, 1998)) and further in view of "Discount" ("Photo-processing rivals multiply; so do promotions" Discount Store News, Vol. 24 (April 1, 1985) p. 93).**

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Regarding claims 1 and 14, Texas Instruments teaches a method of providing photographic products and/or photographic services, the method comprising the steps of selecting a product among a selection of products; selecting a product service plan from a menu of photographic product service plans; and associating the selected product with the selected service plan and creating a product/service plan account indicative thereof (page 1).

Texas Instruments does not expressly teach claim 1's *entering a product/service plan into a computer database to maintain a record of products and/or services to be provided in accordance with the selected product/service plan for a predetermined period of time*. However, Toro overcomes this deficiency by disclosing a Web-based warranty registration and claims processing system. Page 1. Toro's system "[makes it] easy to enter information from a standard web browser." *Id.* Thus, at the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments with the teachings of Toro; entering a product/service plan into a computer database to maintain a record of products and/or services to be provided in accordance with the selected product/service plan for a predetermined period of time would enable Texas Instruments' system to facilitate the entry of information and improve the overall administration of service plans.

While Texas Instruments and Toro do not expressly teach selecting a *camera*, and a *photographic* product and/or *photographic* service plan, Discount teaches a customer selecting a camera, and subsequently selecting a developing service to be used in connection with the camera (p. 1). Modifying the teachings of Texas

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Instruments and Toro to include selecting a camera, and a *photographic* product and/or *photographic* service plan, would enable camera manufacturers to offer customers an online means for subscribing for a digital photo developing service. Offering an online developing service in connection with the sale of a camera would increase camera sales and potentially generate revenue for the service itself. Therefore, at the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Toro to include the teachings of Discount in order to promote the sale of photographic products and/or services.

Regarding claim 13, Texas Instruments and Toro do not expressly teach photographic products and/or photographic services comprising an image product associated with an image captured by a selected camera. However, Discount teaches offering free film developing with the purchase of a camera. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Toro to include the teachings of Discount because offering photographic products and/or services comprising an image product associated with an image captured by a selected camera would enable a promotion for the sale of cameras.

2. Claims 2, 3, 9 and 10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Discount and further in view of "Agfa" ("Agfa Rolls First APS Disposable" Brandweek (November 11, 1996) p. 16).

Regarding claim 2, Texas Instruments and Discount teach all the limitations discussed under claim 1. Texas Instruments and Discount do not expressly teach a

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photographic products and/or photographic services comprising providing a selected camera to a user for a predetermined time period at a predetermined fee, and providing film development for a predetermined number of rolls of film exposed by said selected camera during said predetermined time period. However, Agfa teaches providing tie-ins with the purchase of a camera (Page 1). These tie-ins include free rolls of film, free sets of prints and discounts on the purchase of a second camera (Id.). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Discount to include Agfa's teaching of providing photographic products and/or services comprising providing a selected camera to a user period at a predetermined fee, and providing film development for a predetermined number of rolls of film exposed by said selected camera during. This combination would provide promotion for increasing camera sales.

Although Texas Instruments, Discount and Afga do not expressly teach a predetermined period, the Examiner takes Official Notice that it is old and well-known that promotions may be offered for a limited period of time. Therefore, at the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and Agfa to include a predetermined time period in order to provide an expiration date for running a camera promotion.

Regarding claims 3, 9 and 10, Texas Instruments and Discount teach all the limitations discussed under claim 1. Texas Instruments and Discount do not expressly teach photographic services and/or photographic products comprising providing a selected amount of photographic prints of developed film. However, Agfa teaches

providing free developing with the purchase of a camera. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Discount to include providing a selected amount of photographic prints of developed film. This combination would provide a further service for increasing camera sales.

3. Claims 4, 5 and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Discount and Official Notice.

Regarding claims 4 and 5, Texas Instruments, Discount and Agfa teach all the limitations discussed under claim 2. Texas Instruments, Discount and Agfa do not expressly teach scanning images on film to provide a digital record of the images, and placing the digital records on a disk. However, the Examiner takes Official Notice that scanning images and storing the images as a digital record on a disk is old and well known in the art. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and Agfa to include scanning images on film to provide a digital record of the images, and placing the digital records on a disk. This combination would increase sales by providing a value-added service.

Regarding claim 12, Texas Instruments and Discount teach all the limitations discussed under claim 1. Texas Instruments and Discount do not expressly teach a hybrid camera. However, hybrid cameras are old and well-known in the art. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to

modify Texas Instruments and Discount to a hybrid camera in that substituting a hybrid camera for a film camera would provide a service for customers having hybrid cameras.

4. Claims 8 and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Discount and further in view of "Ofoto" ("Ofoto.com Launches Innovative Photo Finishing Service" PR Newswire (December 13, 1999)).

Regarding claim 8, Texas Instruments and Discount teach all the limitations discussed under claim 1. Texas Instruments and Discount do not expressly teach storing images captured for a predetermined period of time. However, Ofoto teaches providing a service wherein service members are permitted to upload and store their photos on a Web server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Discount to include the teachings of Ofoto; storing images captured for a predetermined period of time would provide a further service in connection with a camera promotion.

Regarding claim 11, Texas Instruments and Discount teach all the limitations discussed under claim 1. Texas Instruments and Discount do not expressly teach a digital camera. However, Ofoto teaches a service that provides a service for storing images from a digital camera (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Discount to include the teachings of Ofoto in that substituting a digital camera for a film camera would provide a service for customers having digital cameras.

5. Claims 6 and 7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Discount and further in view of Official Notice and Ofoto.

Regarding claim 6, Texas Instruments, Discount and Official Notice teach all the limitations discussed under claim 4. Texas Instruments, Discount and Official Notice do not expressly teach forwarding a digital record to a user or designated recipient. However, Ofoto teaches a service wherein users are permitted to access images the users has stored on an Internet server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and Official Notice to include the teachings of Ofoto; forwarding a digital record to a user or designated recipient would provide a further service in connection with a camera promotion.

Regarding claim 7, Texas Instruments, Discount and Official Notice teach all the limitations discussed under claim 4. Texas Instruments, Discount and Official Notice do not expressly teach storing images captured for a predetermined period of time. However, Ofoto teaches providing a service wherein service members are permitted to upload and store their photos on a Web server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and Official Notice to include the teachings of Ofoto; storing images captured for a predetermined period of time would provide a further service in connection with a camera promotion.

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6. Claims 15, 16, 18 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Agfa in view of Official Notice.

Regarding claims 15 and 18, Agfa teaches a method of providing photographic products and/or services to a consumer, the method comprising the steps of:

selecting a camera and photographic products and/or services which are to be associated with said camera, wherein said photographic products and/or services are provided to images captured by said selected camera;

maintaining an account of said photographic products and/or services as said photographic products and/or services are provided to said customer; and

creating a predetermined number of prints from said images (page 1).

Agfa does not expressly teach a predetermined period of time. However, the Examiner takes Official Notice that running a promotion for a predetermined period of time is old and well-known in the art. Therefore, at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa to include a predetermined period of time in order to provide an expiration date for its sales promotion.

Regarding claims 16 and 19, Agfa further teaches providing a predetermined number of prints (page 1).

7. Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Agfa in view of Discount and further in view of Official Notice.

Agfa and Discount teach all the limitations discussed under claim 18. Agfa and Discount do not expressly teach scanning film to create digital images and creating a

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digital record of images on said film. However, the Examiner takes Official Notice that scanning images and storing the images as a digital record is old and well known in the art. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa and Discount to include scanning images on film to provide a digital record of the images. This combination would increase sales by providing a value-added service.

8. Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over Agfa in view of Discount and further in view of "lomega" ("lomega Announces Digital Imaging Strategy, Offers Storage Solutions to Create, Enhance, Edit and Share Images" Business Wire (November 16, 1999)).

Agfa and Discount teach all the limitations discussed under claim 15. Agfa and Discount do not expressly teach placing images on a disk and forwarding the disk to a consumer. However, lomega teaches storing images on a disk and forwarding the disk to a consumer. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa and Discount to include the teachings of Omega in that placing images on a disk and forwarding the disk to a consumer would provide consumers with a value-added service.

9. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over Agfa in view of Discount and further in view of Official Notice and lomega.

Agfa, Discount and Official Notice teach all the limitations discussed under claim 20. Agfa and Discount do not expressly teach placing images on a disk and forwarding the disk to a consumer. However, lomega teaches storing images on a disk and

forwarding the disk to a consumer. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa, Discount and Official Notice to include the teachings of Iomega in that placing images on a disk and forwarding the disk to a consumer would provide consumers with a value-added service.

10. Claims 22 and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Agfa in view of Discount and further in view of Official Notice and Ofoto.

Regarding claim 22, Agfa, Discount and Official Notice teach all the limitations discussed under claim 20. Agfa, Discount and Official Notice do not expressly teach storing images captured for a predetermined period of time. However, Ofoto teaches providing a service wherein service members are permitted to upload and store their photos on a Web server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa, Discount and Official Notice to include the teachings of Ofoto; storing images captured for a predetermined period of time would provide a further service in connection with a camera promotion.

Regarding claim 23, Agfa, Discount and Official Notice teach all the limitations discussed under claim 20. Agfa, Discount and Official Notice do not expressly teach electronically sending a digital record of images to a user. However, Ofoto teaches a service wherein users are permitted to access images the users has stored on an Internet server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and

Official Notice to include the teachings of Ofoto; electronically sending a digital record of images to a user would provide a further service in connection with a camera promotion.

11. Claims 24-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Official Notice, and further in view of Toro.

Regarding claim 24, Texas Instruments teaches a system for providing products and/or photographic services, the system comprising:

selecting a product and a selected product/service plan which is to be associated with the selected product for a predetermined period of time; and

creating a product/service account indicative of the selected product and the selected product/service plan.

Texas Instruments does not expressly teach a product/service input station for inputting a selected product and a selected product/service plan. However, the Examiner takes Official Notice that computer workstations operable to select product and/or services over the Internet are old and well-known in the Internet commerce art. Therefore, at the time of Applicant's invention, it would have been obvious to modify Texas Instruments to include a product/service input station for inputting a selected product and a selected product/service plan. This combination would enable users to select products and services connected therewith from a remote location.

Texas Instruments and Official Notice do not expressly teach a computer database unit operationally associated with a product/service station which receives and stores information with respect to a selected product and a selected product/service plan, said computer database unit being adapted to update a product/service account

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as photographic product and/or services in accordance with said selected photographic product/service plan are requested and completed. However, Toro overcomes this deficiency by disclosing a Web-based warranty registration and claims processing system (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Official Notice Toro's teaching of a computer database unit operationally associated with a product/service station which receives and stores information with respect to a selected product and a selected product/service plan, said computer database unit being adapted to update a product/service account as photographic product and/or services in accordance with said selected photographic product/service plan are requested and completed. This combination would facilitate the administration of the services offered in connection with customer-selected products.

Texas Instruments, Official Notice and Toro do not expressly teach a system for providing *photographic* products and/or photographic services. However, Photo Processing teaches providing free film developing with the purchase of a camera (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice and Toro to include Photo Processing's teaching of providing *photographic* products and/or services. This combination would provide a means for promoting the sale of photographic products and services.

Regarding claim 25, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 24. Texas Instruments, Official Notice and

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Discount do not expressly teach a computer database associated with at least one product/service provider, and a selected product/service plan comprises providing products and/or services by a selected product through said at least one product/service provider in accordance with the product/service plan for a predetermined period of time. However, Toro teaches a database for providing a warranty service, including registration for a warranty, in connection with a selected product (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice and Discount to include Toro's teaching of a computer database associated with at least one product/service provider, and a selected product/service plan comprises providing products and/or services by a selected product through said at least one product/service provider in accordance with the product/service plan for a predetermined period of time. This combination would enable selected product/service data to be maintained on a computer database. Discount teaches providing photographic products and/or services as noted under claim 24.

Regarding claims 26 and 27, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 25. Texas Instruments, Official Notice and Toro do not expressly teach photographic products and/or photographic services comprising film developing for film exposed by a selected camera. However, Discount teaches tying in free film developing with the purchase of a camera. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice and Toro to include Discount's teaching

of photographic products and/or services comprising film developing for film exposed by a selected camera. This combination would provide a promotion for the sale of cameras.

While Texas Instruments, Toro and Discount do not expressly teach claim 26's predetermined period, the Examiner takes Official Notice that it is old and well-known that promotions may be offered for a limited period of time. Therefore, at the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Discount and Agfa to include a predetermined time period in order to provide an expiration date for running a camera promotion.

Regarding claim 28, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 24. Texas Instruments, Toro and Discount do not expressly teach scanning images on film to provide a digital record of the images. However, the Examiner takes Official Notice that scanning images and storing the images as a digital record on a disk is old and well known in the art. At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to Texas Instruments, Toro and Discount to include scanning images on film to provide a digital record of the images, and placing the digital records on a disk. This combination would increase sales by providing a value-added service.

12. Claim 29 is rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Official Notice, Toro, Discount and Iomega.

Texas Instruments, Official Notice, Toro and Discount teach all the limitation discussed under claim 28. Texas Instruments, Official Notice, Toro and Discount do not

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expressly teach a digital record placed on a disk and returned to a designated recipient. However, Iomega teaches storing images on a disk and forwarding the disk to a consumer (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice, Toro and Discount to include the teachings of Iomega in that placing images on a disk and forwarding the disk to a consumer would provide consumers with a value-added service.

13. Claim 30-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Official Notice, Toro, Discount and Ofoto.

Regarding claim 30, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 28. Texas Instruments, Official Notice, Toro and Discount do not expressly teach electronically sending a digital record of images to a user. However, Ofoto teaches a service wherein users are permitted to access images the users has stored on an Internet server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice, Toro and Discount to include the teachings of Ofoto; electronically sending a digital record of images to a user would provide a further service in connection with a camera promotion.

Regarding claim 31, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 28. Texas Instruments, Official Notice, Toro and Discount do not expressly teach storing images captured for a predetermined period of time. However, Ofoto teaches providing a service wherein service members

are permitted to upload and store their photos on a Web server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa, Discount and Official Notice to include the teachings of Ofoto; storing images captured for a predetermined period of time would provide a further service in connection with a camera promotion.

Regarding claim 32, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 24. Texas Instruments, Official Notice, Toro and Discount do not expressly teach storing images captured for a predetermined period of time. However, Ofoto teaches providing a service wherein service members are permitted to upload and store their photos on a Web server (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Agfa, Discount and Official Notice to include the teachings of Ofoto; storing images captured for a predetermined period of time would provide a further service in connection with a camera promotion.

14. Claim 33-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Official Notice, Toro, Discount and Agfa.

Regarding claims 33-35, Texas Instruments, Official Notice, Toro and Discount teach all the limitations discussed under claim 24. Texas Instruments, Official Notice, Toro and Discount do not expressly teach photographic products and/or services comprising providing a predetermined number of prints of images captured by a selected camera. However, Agfa teaches providing free film developing in connection with the sale of a camera (page 1). At the time of Applicants' invention, it would have

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been obvious to one of ordinary skill in the art, to modify Texas Instruments, Official Notice, Toro and Discount to include Agfa's teaching providing an image product associated with an image captured by a selected camera. This combination would provide a promotion for the sale of cameras.

15. Claim 36 is rejected under 35 U.S.C. 103(a) as being unpatentable over Texas Instruments in view of Discount, Toro and Official Notice.

Texas Instruments teaches a method of providing products and/or services to a plurality of different consumers, the method comprising the steps of:

each of said plurality of different consumers selecting product/service plan, said plan including products and services which are to be associated with said product for a predetermined time period; and

maintaining for each of said plurality of different consumers an account of said products and/or services at a service provider (page 1).

Texas Instruments does not expressly teach maintaining for a plurality of different consumers an account of products and/or services at a service provider, *each of said accounts being accessible from a single input station*. However, Toro teaches maintaining an account of products and/or services in connection with maintaining a product warranty (page 1). At the time of Applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify Photo Processing to include Toro's teaching of maintaining for a plurality of different consumers an account of products and/or services at a service provider, each of said accounts being accessible from a

single input station. This combination would enable Texas Instruments' product and/or services plan data to be maintained on a computer.

Continuing with claim 36, neither Texas Instruments nor Toro expressly teaches accessing an account having a unique customer ID. However, the Examiner takes Official Notice that providing a customer ID in connection with an online account is old and well known in the Internet commerce art. Modifying Texas Instruments and Toro to include a unique customer ID would prevent unauthorized access of a customer's product/service account. Therefore, at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Texas Instruments and Toro to include providing a unique customer ID.

Conclusion

1. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

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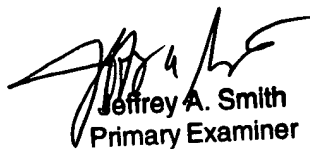
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Tim Brown whose telephone number is (703) 305-1912. The examiner can normally be reached on Monday - Friday, 8am - 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on (703) 308-1344. The fax phone number for the organization where this application or proceeding is assigned is (703) 305-7687 for regular communications and After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

Tim Brown
Examiner
Art Unit 3625

tb
December 27, 2003


Jeffrey A. Smith
Primary Examiner